

PROCUREMENT & MATERIALS  
MANAGEMENT DIVISION

100 N. ANDREWS AVENUE  
FORT LAUDERDALE, FL 33301

Ph: (954) 828-5140; Fax: (954) 828-5576

CITY OF FORT LAUDERDALE  
INVITATION TO BID

E-mail: [purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

ITB NO. 941-9040

ISSUE DATE: 02/02/04

PAGE 1 OF 7

**BIDS MUST BE RECEIVED  
PRIOR TO 2:00 P.M.**

**ON: 04/19/04**

TITLE: SANDBLASTED POLYURETHANE SIGNS

PROCUREMENT SPECIALIST: Carrie L. Keohane

DEPT: Engineering

CONTACT FOR TECHNICAL QUESTIONS: Marisol Lotito

PHONE: 954-828-8954

**Bidder Must Complete the Following:**

Vendor Name	Total Bid Discount (section 1.04)
Number & Street:	Bids are firm for Acceptance for 90 days (Section 1.05)
City, State, Zip (+4) (See General Conditions Section 1.01)	Yes_____ No_____ Other _____
If this Invitation was mailed to an incorrect address, Mark "X" here <input type="checkbox"/> and we will adjust our records	State or reference any variances (section 1.06)
Area Code and Telephone No. ( ) _____ ( 800 ) _____	Web site address: <a href="http://www/">http://www/</a> _____
FAX ( ) _____ e-mail: _____	NO BID: If not submitting a bid, state reason below and return one copy of this form (section 1.07)
Delivery: Calendar days after receipt of Purchase Order: (section 1.02) _____ days	
Payment Terms: (section 1.03) _____% , net _____	Does your firm qualify for MBE, WBE, SBE status in accordance with Section 1.08 of General Conditions? MBE _____ WBE _____ SBE _____
<p><b>How to Submit Bids/Proposals:</b> It will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Procurement Division, 6<sup>th</sup> floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. <b>Facsimile bids will be accepted.</b></p> <p>Each bid envelope must be sealed with the following information stated on the <b>OUTSIDE</b> of the envelope:</p> <p><b>BID/RFP No.</b> 941-9040    <b>Title:</b> Sandblasted Signs    <b>Opens:</b> 04/19/04 2:00 PM</p>	
<p><b>Vendor Certification:</b> I, the below signed hereby agree to furnish the required article(s) or services(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other bidder(s) and have not colluded with any other bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm.</p>	
Signature of Authorized Representative	Title (Typed or Printed)
Name of Authorized Representative (typed or printed)	Date

# City of Fort Lauderdale

## GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Procurement & Materials Management. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

### **PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

**1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

**1.09(a) CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Procurement Division of the City of Fort Lauderdale.

A quotation received in response to this ITB will be considered to be a firm offer held for acceptance for ninety (90) days from quotation due date. Deduct trade discounts and quote firm prices. In the case of a discrepancy, the unit price will prevail. The City is exempt from Federal Excise and Florida Sales Taxes. All prices quoted shall be F.O.B. destination.

If approved Equal is listed in the specifications, the quotation must contain adequate information to ensure that the quoted item meets the required criteria. If estimated quantities are listed, they are for information purposes only, and no warranty or guarantee of quantities is given or implied.

Bids will only be considered from firms who are qualified to provide the required product or service. The City reserves the right to reject bids where evidence or evaluation by the City is determined to indicate inability to perform. The City reserves the right to award to the quotation(s) that will best serve the interest of the City, to reject any or all quotations, or to cancel the ITB and reissue. The City also reserves the right to waive minor variations or irregularities in the specifications or in the bidding process.

Items delivered will remain the property of the seller until accepted to the satisfaction of the City. Those that do not conform to bid specifications may be rejected and returned at sellers expense.

If seller is required to go on City property to perform work, he/she shall assume all responsibility and expense of obtaining insurance, as required by the City. The City reserves the right to cancel any contract for cause upon written notice, and for convenience upon thirty (30) days written notice. There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract. Seller shall not transfer or assign the performance required by this ITB without prior written consent of the City Manager, or designee.

The seller agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by the seller under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida, and that all litigation between them in federal courts shall take place in the Southern District in and for the State of Florida.

Form G-107A Rev 7/01

## **PART I - INFORMATION/SPECIAL CONDITIONS**

### **01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking Bids from qualified firms, hereinafter referred to as the Contractor, to provide signage for the City's Public Services, Engineering Division, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

### **02. INFORMATION OR CLARIFICATION**

For information concerning the technical specifications or scope of services, contact Marisol Lotito at (954) 828-8954 or email [MLotito@fortlauderdale.gov](mailto:MLotito@fortlauderdale.gov). Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

It is preferred that all questions be submitted in writing to the Procurement Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, FL, 33301. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 828-5576. Questions of a material nature must be received no later than seven (7) days prior to the ITB due and open date. The entire Bid must be submitted in accordance with the Instructions To bidders contained in this ITB.

### **03. SITE VISIT**

It will be the sole responsibility of the bidder to inspect the City's location prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

### **04. AWARD**

Award may be by Group or Item, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that service that will best serve the needs of the City of Fort Lauderdale.

The City reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid proposal.

### **05. APPROVED EQUAL OR ALTERNATE PRODUCT PROPOSALS**

The Technical Specifications contained in this ITB are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features that are desired by the City of Fort Lauderdale. The City is receptive to any product that would be considered by qualified City personnel as an approved equal.

The bidder must state clearly in his Bid pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the bidder's responsibility to provide adequate information in his Bid to enable the City to ensure that the Bid meets the required criteria. If adequate information is not submitted with the Bid, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that Bid which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

07. **INSURANCE**

The Contractor shall provide the City with the following required insurance:

(a) Workers' Compensation & Employer's Liability Insurance, as required by Florida state law, to include Employer's Liability: \$300,000. Notwithstanding FS 440.055, any firm performing work on behalf of the City of Fort Lauderdale must provide Workers Compensation Insurance.

Exceptions: Workers' Compensation Insurance will not be required if the individuals performing the work are a Corporate Officer. In such case, the firm must provide copies of their waivers as provided by FS440.05 & 440.055.

(b) Comprehensive General Liability Insurance: Minimum \$1,000,000.00

(c) Automobile Liability Insurance: Covering all owned, hired and non-owned automobile equipment

Limits: Bodily Injury: \$250,000 each person

\$500,000 each occurrence

Property damage: \$100,000 each occurrence

Combined single limit: \$1,000,000 (bodily injury and property damage combined)

**The Contractor shall furnish to the Procurement Division original Certificates of Insurance for both Comprehensive General Liability and Automobile Liability Insurance with the City shown as an "Additional Insured" and be approved by the City's Risk Manager prior to commencement of any work.**

08. **DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

09. **LOBBYING ACTIVITIES**

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://ci.ftlaud.fl.us/documents/index.htm>.

10. **PURCHASING CARD PROGRAM**

The City has implemented a Purchasing Card Program through SunTrust Bank, N.A., using the VISA network. If the City chooses, purchases made from this contract may be made using the City's Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other VISA purchases. Accordingly, bidders must presently have the ability to accept VISA or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. The City reserves the right to revise this program in conjunction with implementation of an on-line procurement system.

11. **PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

## **PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES**

### **01. GENERAL INFORMATION**

The City is seeking bids from qualified firms to provide and install a replacement entryway signs for South Middle River Neighborhood improvements. Contract shall provide sufficient manpower so as to perform work safely and expeditiously.

Signs are to be placed at 1790 N. Andrews Square and 1600 NE 3 Avenue, Fort Lauderdale, FL. There do currently exist signs at these locations. Contractor will need to remove original signage and return it to the City of Fort Lauderdale, undamaged.

**ACTUAL DRAWINGS FOR THIS SIGN PROJECT MAY BE PICKED UP AT THE PROCUREMENT & MATERIALS MANAGEMENT OFFICE, CITY HALL, 100 N. ANDREWS AVENUE, ROOM 619, FORT LAUDERDALE, FL**

### **02. SPECIFICATIONS**

Sign shall be fabricated of sandblasted polyurethane resin.

Sign colors are based on Benjamin Moore standard colors. Other manufacturers are acceptable but must match the colors referenced in the drawing.

All text, logo and borders to be raised ¼" from face of sign.

All sign face surfaces shall be polyurethane resin with sandblasted texture, primed and painted.

Backside of single-faced sign to be painted to match background color of face of sign.

Sign manufacturer shall provide shop drawing indicating the exact layout and colors of the sign, construction details and material samples.

Post and appurtenances shall be as manufactured by the following or approved equal:

Traffic and Parking Control Co., Inc.  
800 Wall Street  
Elm Grove, WI 33122  
Ph: 262-814-0000, 800-236-0112  
Fax: 262-814-7017, 800444-0331

Pole and Shroud: Part No. 203-106

Finial ball cap: Part No. 203-31

Color: Benjamin Moore JC 131 3/C

Sign manufacturer shall provide a complete installation, including all hardware and miscellaneous, in a location directed by the City's Project Manager.

Sign to be inspected and approved by Neighborhood contact person and City of Fort Lauderdale Engineering Division representative prior to acceptance and payment. Contact Marisol Lotito, 954-828-8954.

Sign shall be installed plumb, and free from any defects in manufacturing and installation. Any damaged or defective material shall be replaced by the manufacturer at no cost to the City.

Colors in the City logo shall match sample that will be given to the sign manufacturer for fabrication.



## BIDDER PROPOSAL PAGE

BIDDER NAME \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

Bidder agrees to supply the products or services at the prices bid below in accordance with the terms, conditions, and specifications contained in this ITB. All price information to be used in the bid evaluation must be on this page. Pricing MUST include any permits, delivery and be quoted FOB: Destination.

<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
2.	Sign, sandblasted polyurethane resin South Middle River Entranceway	\$ _____	\$ _____
2	Remove existing signs and return to the City	\$ _____	\$ _____
		<b>TOTAL</b>	<b>\$ _____</b>

Please explain all variances, exceptions:

---

---

---

Bidder to provide a minimum of three references for whom services of equivalent size and nature have been provided. Include Contact name, telephone number and organization:

Contact Name	Phone Number	Organization
_____	_____	_____
_____	_____	_____
_____	_____	_____

Do you have the required insurance coverage? YES:\_\_\_\_NO:\_\_\_\_

Are you licensed to provide these services? YES:\_\_\_\_NO:\_\_\_\_



### CHECK LIST

- \_\_\_\_\_ HAVE YOU INCLUDED THE ORIGINAL BID AND ONE COPY?
- \_\_\_\_\_ ARE ALL SPACES FILLED IN WHERE NEEDED?
- \_\_\_\_\_ IF BIDDING AN APPROVED EQUAL, HAVE YOU INCLUDED DESCRIPTIVE LITERATURE SO THAT YOUR PRODUCT MAY BE PROPERLY EVALUATED?
- \_\_\_\_\_ IF YOU DESIRE TO RECEIVE A COPY OF THE COMPLETED BID TABULATION, PLEASE ENCLOSE A SELF-ADDRESSED, STAMPED ENVELOPE WITH YOUR BID. OR VIEW IT AT THE CITY'S WEBSITE <http://www.fortlauderdale.gov>.